

# 2025 FX COSMO Affiliate Agreement

This Affiliate Agreement ("Agreement") is made and entered into as of the date of acceptance by the Affiliate (the "Effective Date") by and between FXCOSMO LTD (hereinafter referred to as "FXCOSMO," "Company," "we," or "us"), a marketing company operating in the forex and crypto industries as an Introducing Broker (IB) and affiliate partner for licensed brokers and crypto exchanges.

## 1. DEFINITIONS

- **"Broker"**: A licensed and regulated forex or cryptocurrency brokerage firm partnered with FXCOSMO.
- **"CPA (Cost Per Acquisition)"**: A commission model where FXCOSMO earns a fixed fee for each referred client who meets the broker's qualification criteria.
- **"Rebate"**: A portion of the spread or commission returned by the broker to FXCOSMO (and shared with the Affiliate, trader, IB) based on referred clients' trading activity.
- **"Client"**: A trader or investor referred by the Affiliate to a partnered broker via FXCOSMO's tracking system.

## 2. SCOPE OF SERVICES

FXCOSMO acts as an Introducing Broker (IB) and affiliate partner, providing the following services:

- Facilitating rebate and CPA agreements with partnered brokers and crypto exchanges.
- Offering marketing and advertising support to enhance broker visibility.
- Serving as an intermediary between brokers, crypto exchanges, and traders, IBs, or affiliates, without holding client funds, providing financial advice, or managing investments.

FXCOSMO is a marketing company cooperating with licensed and regulated brokers. Rebates shown are indicative and subject to change. Actual values may vary based on trading volume, account type, market conditions, and broker policies.

## 3. FXCOSMO reserves the right to withhold any rebate or CPA payments for reasons beyond its control, including but not limited to unforeseen circumstances, regulatory changes, or actions and omissions by third-party associates, including brokers and crypto exchanges.

If a broker or crypto exchange refuses to pay rebates or CPA commissions to FXCOSMO due to any breach of their terms and conditions by a referred trader (including but not limited to trading violations or abuse), FXCOSMO reserves the right to deny the corresponding payment to the trader, IB, or affiliate. In such cases, FX COSMO bears no liability for any resulting loss or damages.

FXCOSMO's role is strictly limited to referring traders, Introducing Brokers (IBs), and affiliates to its associated brokers and crypto exchanges in exchange for rebates or CPA-based commissions.

**FXCOSMO does not:**

- Hold client funds
- Accept deposits
- Provide investment advice
- Act as a money manager or offer portfolio management

#### **4. AFFILIATE OBLIGATIONS**

##### **4.1 The Affiliate, IB, Trader shall:**

- Promote FXCOSMO's partnered brokers in compliance with applicable laws.
- Avoid misleading, unethical, or fraudulent practices.
- Ensure clients understand the risks involved in trading CFDs, forex, and cryptocurrencies.

##### **4.2 The Affiliate, IB, Trader must not:**

- Engage in abusive strategies such as arbitrage or bonus exploitation.
- Misrepresent FXCOSMO's services or make unrealistic profit claims.

#### **5. COMMISSION STRUCTURE & PAYMENTS**

##### **5.1 Rebates & CPA Terms:**

All commissions are indicative and may vary due to broker policies, market conditions, and client behavior. FXCOSMO reserves the right to amend rebates without notice.

##### **5.2 Payment Terms:**

Commissions are processed monthly upon broker confirmation.

FXCOSMO may withhold payments if:

- The broker fails to remit commissions.
- Client activity is in violation of broker terms.
- Force majeure events prevent processing.

##### **5.3 FX COSMO is a digital marketing company.**

All investment decisions are made solely by traders and at their own risk.

#### **6. RISK DISCLAIMERS**

- Trading CFDs, forex, and cryptocurrencies involves a high risk of loss.
- Past performance is not indicative of future results.
- FXCOSMO does not offer financial advice consult independent advisors.
- Rebates and CPA payments are not guaranteed.

## 7. LIMITATION OF LIABILITY

FXCOSMO shall not be held liable for any of the following:

- Losses incurred by clients, traders, IB or affiliates referred through its network.
- The insolvency, operational failure, or non-payment of CPA or rebates by any partnered broker or crypto exchange.
- Regulatory changes or actions that impact the availability, structure, or disbursement of commissions, rebates, or CPA arrangements.
- Any other circumstance in which FXCOSMO, at its sole discretion, determines that rebates or CPA payments should not be made to a trader, Introducing Broker (IB), or affiliate.
- Situations where a broker or crypto exchange refuses or fails to pay FXCOSMO the agreed rebates or CPA for any reason.

Furthermore, FXCOSMO does **not** hold client funds, accept deposits, or offer investment, financial advisory, or portfolio management services. Its role is strictly limited to marketing, referral, and affiliate partnerships within the forex and crypto industries.

## 8. TERMINATION FXCOSMO reserves the right to terminate this Agreement immediately and without prior notice in the event of:

- Fraudulent activity.
- Breach of any terms and conditions outlined in this Agreement.
- Refusal by the associated broker or crypto exchange to pay the agreed rebates or CPA commissions for any reason.
- Such termination shall not obligate FXCOSMO to provide any further payments, and the Company shall bear no liability for any resulting losses.

## 9. GOVERNING LAW & DISPUTES

This Agreement shall be governed by the laws of the Republic of Cyprus. Disputes shall be resolved through negotiation, mediation, or arbitration prior to legal proceedings.

## 10. JURISDICTION

The courts of the Republic of Cyprus shall have exclusive jurisdiction over any legal disputes arising from this Agreement.

By participating in FXCOSMO's affiliate program, the Affiliate, IB, Trader or partner acknowledges and agrees to all terms outlined in this Affiliate Agreement.

You acknowledge that you have read, understood, and agreed to these Affiliate Agreement.

If you do not agree, please refrain from using our services.

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